
[Senate, February 26, 1996 — Adopted by the Senate (Rosenberg, Shannon and Melconian) as a further amendment (new text) to Senate, No. 1889, authorizing the Division of Capital Planning and Operations to convey a certain parcel of land located in the town of Greenfield.]

The Commonwealth of Massachusetts

In the Year One Thousand Nine Hundred and Ninety-Six.

1 SECTION 1. Notwithstanding the provisions of section forty H
2 of chapter seven of the General Laws, the commissioner of the
3 division of capital planning and operations is hereby authorized to
4 lease to the town of Greenfield, and notwithstanding any general
5 or special law to the contrary, the town of Greenfield is hereby
6 authorized to lease from the commonwealth, for a term of ninety-
7 nine years, for consideration as described in section three of this
8 act, a certain parcel of land with the buildings and improvements
9 situated thereon in said town of Greenfield. Said parcel is shown
10 on a deed recorded with the Franklin county registry of deeds in
11 Book 1191, Page 215. The parcel of land with the buildings and
12 improvements thereon shall be leased for municipal purposes as a
13 youth/community center consistent with any conditions deter-
14 mined by the commissioner of the division of capital planning and
15 operations to be appropriate, which conditions shall be included in
16 said lease.

1 SECTION 2. The parcel of land, buildings or other improve-
2 ments described in section one shall be used by the town of
3 Greenfield for municipal purposes as a youth/community center,
4 and in the event said parcel of land, buildings or other improve-
5 ments ceases to be used at any time for said purposes or if such
6 land, buildings or improvements are used for any other purposes
7 during the term of the lease, said lease shall be terminated by
8 notice to be given by the commissioner of the division of capital
9 planning and operations.

1 SECTION 3. The consideration for the lease by the common-
2 wealth to the town of Greenfield, authorized in section one of this

3 act, shall be a conveyance by the town of Greenfield of an ease-
4 ment and a right of way into the Leyden Wildlife Management
5 Area in Leyden, as more particularly described below, to be
6 granted to the commonwealth, acting by and through the division
7 of capital planning and operations, for use by the division of fish-
8 eries and wildlife. The area over which the easement and right of
9 way to be conveyed by the town of Greenfield is located and is
10 described as follows:

11 Beginning at a point on the north side of Oak Hill road along
12 the centerline of an intermittent stream that crosses Oak Hill
13 Road, thence S 28E, 50' to a point on the north of Oak Hill road
14 being the beginning of the centerline of a 25' wide Right of Way
15 going from Oak Hill road to the Leyden Wildlife Management
16 Area, thence N 38E, 106' to a point along the center line, thence
17 N45E, 128' to a point along the centerline, thence N 57 E, 95' to a
18 point along the centerline, thence N 36 E, 82' to a point along the
19 centerline, thence N17E, 27' to a point along the centerline, on the
20 boundary line between the Leyden Wildlife Management Area and
21 the inhabitants of Greenfield.

22 The parking/signage area begins at/on the centerline of the 25'
23 wide Right of Way, thence N 38 E, 39' to a point, thence S 52 E,
24 30' to a point, thence S 23 W, 43' to a point, thence S 19 E, 20' to a
25 point, thence S 71 W, 20' to a point, thence N 19 W, 56' along the
26 north side of the Oak Hill Road to the point of beginning.

27 The consideration for said lease by the Commonwealth shall
28 include the value of certain improvements and renovations to be
29 made to the property described in section one by the town of
30 Greenfield; provided, however, that said improvements and reno-
31 vations shall be agreed upon by the commonwealth and the town
32 of Greenfield and shall be completed within three years after the
33 execution of the lease. If said improvements and renovations are
34 not completed within three years, the lease shall be terminated by
35 notice to be given by the commissioner of the division of capital
35 planning and operations.

36 Fifteen years from the date of execution of the lease, in the
37 event that said lease remains in force and effect, the town of
38 Greenfield and the commissioner of the division of capital plan-
39 ning and operations shall negotiate and agree upon a rental
40 amount that shall be paid by the town of Greenfield for the
41 remainder of the lease term.

1 SECTION 4. The town of Greenfield shall be responsible for
2 any costs for appraisals, surveys and other expenses relating to the
3 lease of the property and the conveyance of the easement and
4 right of way authorized herein, and for any costs and expenses of
5 any nature and kind for the property's use, development, mainte-
6 nance, operation, improvement or renovation.

1 SECTION 5. Any consideration paid by the town of Greenfield
2 pursuant to section three shall be deposited in the General Fund of
3 the commonwealth.

